

1 RYAN T. MOORE (SBN 285070)  
2 RMoore@FoxRothschild.com  
3 FOX ROTHSCHILD LLP  
4 Constellation Place  
5 10250 Constellation Boulevard, Suite 900  
6 Los Angeles, California 90067  
Telephone: 310.598.4150  
Facsimile: 310.556.9828  
7  
8 Attorney for Plaintiff  
9 Trans-Bridge Lines, Inc.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION

TRANS-BRIDGE LINES, INC.,

Case No. 5:24-cv-00288

Plaintiff,

v.

LUXURY COACH OF AMERICA  
LLC; SHAUN MICHAEL LECLERC,

Defendants.

**COMPLAINT FOR:**

1. **CONVERSION**
2. **REPLEVIN (CLAIM &  
DELIVERY)**
3. **UNJUST ENRICHMENT**
4. **FRAUDULENT  
INDUCEMENT**
5. **BREACH OF CONTRACT**

Plaintiff Trans-Bridge Lines, Inc. ("Trans-Bridge") hereby files its Complaint against Defendants Luxury Coach of America LLC d/b/a Lux Coach ("Luxury Coach") and Shaun Michael Leclerc ("Mr. Leclerc" and, together with Luxury Coach, "Defendants"), and alleges as follows:

**THE PARTIES**

1. Trans-Bridge is a New Jersey corporation with a principal place of business at 2012 Industrial Drive, Bethlehem, Pennsylvania, 18017. Trans-Bridge is a privately held family-owned and operated motorcoach business providing transportation services to private companies and members of the public.

1       2.     Luxury Coach is an Arizona limited liability company registered to do  
2 business in California with a principal place of business at 125 N. Tahquitz Ave,  
3 Hemet, California 92543. Upon information and belief, Luxury Coach provides  
4 transportation services primarily from Riverside, California to Las Vegas, Nevada.

5       3.     Mr. Leclerc is the owner of Luxury Coach and employed as its officer.  
6     Upon information and belief, he resides at 30071 State St., Hemet, California,  
7     92543.

## **JURISDICTION AND VENUE**

9       4. The Court has subject-matter jurisdiction over this action pursuant  
10 to 28 U.S.C. § 1332 because Trans-Bridge and the Defendants are citizens of  
11 different states and the amount in controversy exceeds \$75,000.

12       5.     The Court has personal jurisdiction over Defendants because the  
13 causes of action alleged in this Complaint arise out of Defendants transacting  
14 business in California, causing tortious injury by acts or omissions in California,  
15 and because Defendants reside in California or regularly do or solicit business or  
16 engage in a persistent course of conduct or derive substantial revenue from services  
17 rendered in California.

18       6. The Court has in rem jurisdiction over the property at issue in this case  
19 because, upon information and belief, the property at issue is located in California.

20       7.     Venue is proper in this district because Defendants are residents of  
21 California and at least one of them resides in this district, *see* 28 U.S.C.  
22 § 1391(b)(1), and a substantial part of the events or omissions giving rise to Trans-  
23 Bridge's claims occurred in this district including, upon information and belief,  
24 Luxury Coach's purchase of and failure to pay for the property at issue and its  
25 subsequent wrongful refusal to return the property. 28 U.S.C. § 1391(b)(2).  
26 Moreover, upon information and belief, the property that is the subject of this suit is  
27 located in and being wrongfully withheld from Trans-Bridge in this district. 28  
28 U.S.C. § 1391(b)(2).

## **NATURE OF THE ACTION**

8. Trans-Bridge brings this suit to compel the return of a 56-passenger commercial bus that Luxury Coach purchased but never paid for. Despite this material and egregious breach, Luxury Coach and Mr. Leclerc continue to ignore Trans-Bridge's demand for the return of the passenger bus.

9. Defendants' conduct, which is described in more detail below, constitutes meritorious claims of conversion, replevin (claim and delivery), unjust enrichment, and breach of contract.

## **FACTUAL BACKGROUND**

10. On or about September 1, 2023, Trans-Bridge entered into a contract with Luxury Coach for the sale of a passenger bus (“Contract”). A true and correct copy of the Bill of Sale is attached as **Exhibit A** and incorporated herein by reference.

11. Mr. Leclerc, as the owner and representative of Luxury Coach, negotiated the terms of the Contract and caused Luxury Coach to enter into the Contract with Trans-Bridge. *See, e.g., id.*

12. Pursuant to the Contract, Luxury Coach agreed to pay Trans-Bridge \$285,000 and Trans-Bridge agreed to deliver to Luxury Coach a 2016 Model J4500 commercial motorcoach made by Motor Coach International with VIN Number 2MG3JM8A3GW067441 ("Bus"). *See* Ex. A.

13. Because Luxury Coach desired to make payment using a credit card, it also agreed to pay Trans-Bridge a fee of \$11,400 so that the total amount Luxury Coach agreed to pay Trans-Bridge for the Bus was \$296,400. *Id.*

14. Per the terms of the Contract, full payment for the Bus was due prior to Luxury Coach taking possession of the Bus. *Id.*

15. Upon information and belief, Mr. Leclerc and Luxury Coach never intended to remit in full payment for the Bus pursuant to the terms of the Contract as agreed, and their representations to the contrary were designed to, and did in fact,

1 induce Trans-Bridge to enter into the Contract and transfer possession and title of  
2 the bus to Luxury Coach.

3       16. Mr. Leclerc indicated that he would utilize a credit card linked to his  
4 personal HELOC account to execute the sale. Luxury Coach had previously  
5 purchased buses from Trans-Bridge using this method of payment without issue.  
6 Mr. Leclerc instructed Trans-Bridge to charge his credit card using a “forced  
7 transaction,” a method that allows a merchant to bypass the authorization process  
8 by manually entering a previously obtained authorization code. Mr. Leclerc  
9 provided the authorization codes to Trans-Bridge and represented that his bank had  
10 pre-approved the transaction.

11       17. Upon information and belief, Mr. Leclerc’s representation was false.  
12 To the contrary, he did not have sufficient pre-approval from his bank to initiate the  
13 transaction.

14       18. On or about September 6, 2023, Mr. Leclerc signed four credit card  
15 authorizations agreeing to pay an amount totaling \$296,400. A true and correct  
16 copy of the four sales receipts related to the credit charges signed by Mr. Leclerc  
17 are attached as **Exhibit B** and incorporated herein by reference. The authorizations  
18 included the authorization codes provided by Mr. Leclerc. Trans-Bridge then  
19 charged the credit card provided by Mr. Leclerc in an amount totaling \$296,400.

20 *See Ex. B.*

21       19. On or about the same day, Luxury Coach took possession of the Bus at  
22 Trans-Bridge’s offices in Pennsylvania. Upon information and belief, Luxury  
23 Coach then transported the Bus to its facilities in California and retitled it in the  
24 company’s name.

25       20. Although funds totaling \$296,400 were initially transferred to Trans-  
26 Bridge’s bank account, the funds were later clawed back by Mr. Leclerc’s bank  
27 after the bank disputed the transaction and initiated what is referred to as a  
28 “chargeback.”

1       21. According to a dispute notification received by Trans-Bridge, the  
2 reason for the chargeback was because prior authorization had not been obtained.  
3 A true and correct copy of the dispute notifications is attached as **Exhibit C** and  
4 incorporated herein by reference.

5       22. On or about September 27, 2023, Trans-Bridge submitted a letter  
6 disputing the grounds for the chargeback, which enclosed another letter signed by  
7 Mr. Leclerc himself confirming that the transactions were valid and that Defendants  
8 had taken delivery of the Bus. A true and correct copy of the chargeback dispute  
9 letter is attached as **Exhibit D** and incorporated herein by reference.

10      23. Over the ensuing months, Mr. Leclerc made many excuses for the claw  
11 back claiming ignorance and bank error. Mr. Leclerc made repeated promises to  
12 resend payment. For example, on November 10, Mr. Leclerc gave his personal  
13 assurances that Trans-Bridge would be paid for the bus: “I can tell you no matter  
14 what I will be taking care of it.” A true and correct copy of email correspondence  
15 between the parties is attached as **Exhibit E**, which is incorporated herein by  
16 reference, at p. 15 (Nov. 10, 2023 email sent 6:34 pm).

17      24. Based on his representations that the claw-back was due to bank error,  
18 that the funds on hold would be made available for his use again, and that those  
19 funds, when available, would be used to pay for the Bus, Trans-Bridge worked with  
20 Mr. Leclerc in good faith to assist with resolving the purported error.

21      25. Because Mr. Leclerc could not (or would not) resolve the issue with  
22 his credit card, Trans-Bridge demanded payment by other means.

23      26. On or about December 18, 2023, Mr. Leclerc told Trans-Bridge that he  
24 would send payment by a series of wire transfers with full payment being received  
25 by January 9, 2023. *See Ex. F at p. 1 (Dec. 18, 2023 email sent 7:25 pm).*

26      27. On or about January 9, 2024, Mr. Leclerc initiated a “test” wire in the  
27 amount of \$500. Aside from this *de minimis* test wire, neither Mr. Leclerc nor  
28 Luxury Coach have sent payment for the Bus.

28. On January 21, 2024, Trans-Bridge demanded the immediate return of the Bus based on the material and egregious breach of nonpayment. A true and correct copy of the January 21, 2024 demand letter is attached as **Exhibit F**, which is incorporated herein by reference.

29. Despite Trans-Bridge's demand, Mr. Leclerc and Luxury Coach have failed and refused to return the Bus or allow Trans-Bridge to take possession of the Bus.

30. Upon information and belief and despite Trans-Bridge's rights and demand for its return, Luxury Coach continues to possess and use the Bus. Every mile driven during Luxury Coach's unlawful retention causes the Bus to decrease in value while conferring an unjust benefit on Luxury Coach, Mr. Leclerc, or both.

## **CAUSES OF ACTION**

## **FIRST CAUSE OF ACTION**

## Conversion

31. Trans-Bridge incorporates the preceding paragraphs as if fully stated herein.

32. Trans-Bridge owns and has a right to possess the Bus located, on information or belief, at 125 N. Tahquitz Ave, Hemet, CA 92543.

33. Although Trans-Bridge agreed to deliver the Bus to Luxury Coach in exchange for payment of \$296,400, Defendants materially, knowingly, and intentionally breached the parties' agreement by failing to remit payment for the Bus.

34. As a result of Defendants' material breach, Trans-Bridge was entitled to and did rescind the Contract thereby reverting ownership of the Bus to Trans-Bridge and entitling it to the immediate possession of the Bus.

35. As a result of Defendants' material breach and subsequent rescission, Trans-Bridge demanded the immediate return of the Bus, or to allow Trans-Bridge to take possession of the Bus.

36. Defendants substantially interfered with Trans-Bridge's property by knowingly or intentionally refusing to return the Bus to Trans-Bridge or to allow Trans-Bridge to take possession of the Bus.

37. Defendants acted knowingly, intentionally, fraudulently and with malice to deprive Trans-Bridge.

38. Defendants' failure and refusal to deliver to Trans-Bridge or allow Trans-Bridge to take possession of the Bus, and continued possession of the Bus for its own use, constitute conversion.

39. As a result of Defendants' conduct, Trans-Bridge has suffered, and will continue to suffer damage or loss including the loss of the value of the Bus, loss of use of the Bus, or the cost of its efforts to recover the Bus including pre- and post-judgment interest, attorney's fees, and costs.

## **SECOND CAUSE OF ACTION**

## **Replevin (Claim and Delivery)**

40. Trans-Bridge incorporates the preceding paragraphs as if fully stated herein.

41. As a result of Defendants' conduct including the material breach of the Contract, Trans-Bridge is entitled to the immediate possession of the Bus.

42. Upon information and belief, the Bus is located at 125 N. Tahquitz Ave, Hemet, CA 92543.

43. Defendants have refused to turn over the Bus to Trans-Bridge.

44. As a result of Defendants' conduct, Trans-Bridge has been injured and is continuing to be injured by Defendant's conduct, and Trans-Bridge is without an adequate remedy at law.

11

11

11

## **THIRD CAUSE OF ACTION**

### **Unjust Enrichment**

45. Trans-Bridge incorporates the preceding paragraphs as if fully stated herein.

46. Defendants received a benefit from Trans-Bridge in the form of use and possession of the Bus.

47. Trans-Bridge expected to be compensated by Defendants in exchange for the delivery of the Bus to Defendants.

48. Defendants have thus benefited at Trans-Bridge's expense.

49. It would be unjust to permit Defendants to retain the benefit from Trans-Bridge without compensating Trans-Bridge.

50. As a result of Defendants' unjust enrichment, Trans-Bridge has been damaged in the amount of the value of the Bus plus pre- and post-judgment interest, attorney's fees, and costs..

## **FOURTH CAUSE OF ACTION**

## **Fraudulent Inducement/Misrepresentation**

51. Trans-Bridge incorporates the preceding paragraphs as if fully stated herein.

52. Defendants fraudulently induced Trans-Bridge to enter into the Contract by their misrepresentations that they intended to pay for the Bus, that they had obtained pre-authorization from their financial institution to pay for the Bus using their chosen method of payment, and the many after-the-fact misrepresentations that payment for the Bus would be forthcoming.

53. Trans-Bridge reasonably relied on Defendants' misrepresentations.

54. As a result of Defendants' actions, Trans-Bridge delivered the Bus to Defendants when in fact Trans-Bridge would have never entered into the Contract for the sale of the Bus but for Defendants' fraudulent actions.

55. Defendants should not be allowed to profit from their fraudulent conduct.

56. The agreement related to the sale of the Bus should be declared invalid because Defendants used false representations to induce Trans-Bridge's agreement to sell the Bus.

57. Additionally, the herein described conduct constitutes a willful violation of California Penal Code section 496(a) insofar as Defendants fraudulently bought/received/obtained and/or concealed and withheld the Bus from Trans-Bridge.

58. As a result of Defendants' conduct, Trans-Bridge has suffered, and will continue to suffer damage or loss including the loss of the value of the Bus, loss of use of the Bus, or the cost of its efforts to recover the Bus including pre- and post-judgment interest, and attorney's fees pursuant to California Penal Code section 496(c), and costs.

## **FIFTH CAUSE OF ACTION**

## Breach of Contract

59. Trans-Bridge incorporates the preceding paragraphs as if fully stated herein.

60. Trans-Bridge and Luxury Coach entered into the Contract for the sale of the Bus, which was a valid and binding written contract between the parties.

61. Trans-Bridge performed all of its obligations under the Contract including delivery of the Bus.

62. Defendants materially breached the Contract by failing to pay the purchase price as required by the Contract.

63. As a result of Defendants' breach, Trans-Bridge is and was entitled to reclaim possession of the Bus.

64. As a result of Defendants' breach, Trans-Bridge is and was entitled to a rescission of the Contract as to the sale of the Bus.

65. As a result of Defendants' breach, Trans-Bridge has been damages in the amount of \$296,400 plus pre- and post-judgment interest, attorney's fees, and costs.

## **PRAYER FOR RELIEF**

WHEREFORE, Trans-Bridge prays for judgment against Defendants as follows:

1. Enter a writ of possession, turnover order, private property order, or other order compelling Defendants to return Trans-Bridge's property, the Bus, forthwith;
  2. Enter a temporary restraining order or preliminary injunction prohibiting Defendants from transferring any interest in the Bus by: sale, pledge, or grant of security interest or otherwise disposing of or encumbering it; concealing or otherwise removing the property in such a manner as to make it less available to seizure by the levying officer; impairing the value of the property either by acts of destruction or by failure to care for the property in a reasonable manner.
  3. Award Trans-Bridge damages and/or restitution based on Defendants' unlawful use and possession of the Bus in an amount to be determined at trial;
  4. Enter an Order of rescission of the Contract for the Bus and/or award Trans-Bridge compensatory damages in an amount to be proven at trial;
  5. Award of punitive damages in an amount to be determined at trial;
  6. Award Trans-Bridge attorney's fees and costs, and an award of three times the amount of actual damages sustained by Plaintiff, in an amount to be determined, pursuant to California Penal Code section 496(c);<sup>1</sup>
  7. Award Trans-Bridge pre- and post-judgment interest in an amount to be determined; and
  8. Such other relief as the Court deems just and proper.

<sup>1</sup> See § E. Remedies, Cal. Prac. Guide Civ. Pro. Trial Claims and Def. Ch. 5(I)-E; see also *Switzer v. Wood* (2019) 35 Cal.App.5th 116, 125-128; see also *Siry Investment, L.P. v. Farkhondehpour* (2022) 13 Cal.5th 333, 367.

## **JURY TRIAL DEMAND**

Trans-Bridge hereby demands trial by jury on all issues so triable.

Dated: February 5, 2024

FOX ROTHSCHILD LLP

/s/ Ryan T. Moore  
Ryan P. Moore  
Attorney for Plaintiff  
Trans-Bridge Lines, Inc.

## **EXHIBIT A**

## Bill of Sale

Contract Date: 09/2023

Delivery Date: TBD

Type Of Deal: Full payment prior to pick up.

I, the undersigned "seller", Trans-Bridge-Lines INC for the sum of \$592,800 (Five Hundred and Ninety Two Thousand Eight Hundred Dollars) sell to the undersigned "buyer", Luxury Coach Of America LLC DBA Lux Coach America the following vehicle:

Make: MCI Model: J4500 Year: 2016

VIN number: 2MG3JM8A5GW067442 Price of sale: \$85,000(4% CC fee brings total amount due to:  
\$96,400)

Make: MCI Model: J4500 Year: 2016

VIN number: 2MG3JM8A3GW067441 Price of sale: \$85,000(4% CC fee brings total amount due to:  
\$96,400)

The undersigned seller affirms that the above information about this vehicle is accurate to the best his/her knowledge.

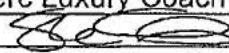
All deposits and payments paid are final and non refundable, but are applied to purchase price. The Buyer purchased the coach directly from the seller. Both Seller and Buyer used the same agent for the deal.

At this time the vehicle is being sold on an "as is" basis with no warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the vehicle cosmetically or mechanically from the seller or agent. However, the above warranty disclaimer does not, in any way, affect the terms of any applicable warranties or recalls from the manufacturer of the vehicle should it have any. Buyer shall not be entitled to recover from seller, its affiliates, agents or employees any consequential damages, damages to property, damages for loss of use, loss or profits, or income, or any other incidental damages. Buyer further shall indemnify seller, its affiliates, agents and employees of and from any claim or damage occasioned by purchaser or any third party arising from this transaction, or from the use of this vehicle.

The Buyer has been given the full opportunity to inspect the vehicle, or alternatively, have the vehicle inspected by a third party. Additionally, the Buyer has accepted the vehicle in its existing condition upon pick up at on date of signing this document.

I, Seller, acknowledge to the best of my knowledge the vehicle(s) is/are free of any loans/liens or outstanding owed taxes as of the date of signing this document.

Buyer's name: Shaun Le Clerc Luxury Coach Of America LLC

Buyer's signature:  Date: 09/01/2023

Seller's name: TRANS-BRIDGE LINES INC

Seller's signature:  Date: 9-5-23

Buyer/Seller's Agent name: Matthew Brown - Holiday Coach and Auto Sales LLC

Sellers Agent signature: Matthew Brown

Street address 10367 Randleman Road Suite E

City Randleman State NC ZIP 27317

Phone #336-823-3925

## **EXHIBIT B**

BUS 489

TRANS BRIDGE TOURS-LVIP  
2012 INDUSTRIAL DR  
Bethlehem, PA 18017  
610-868-6001

09/06/2023 08:10:01  
Merchant ID: \*\*\*\*\*0068  
Device ID: 0011  
Terminal ID: PPX1.

Credit Forced:

Transaction #: 1  
Card Type: MasterCard 2  
Account: \*\*\*\*\*8077  
Entry: Manual

Amount: \$98,000.00

STAN: 001  
Auth. Code: 016639  
Batch Number: 7  
Response: TKT CODE

I AGREE TO PAY ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT (MERCHANT AGREEMENT  
IF CREDIT VOUCHER)

  
X.....  
SIGNATURE

MERCHANT COPY

Thank You!

TRANS BRIDGE TOURS-LVIP  
2012 INDUSTRIAL DR  
Bethlehem, PA 18017  
610-868-6001

09/06/2023 08:16:32  
Merchant ID: \*\*\*\*\*0068  
Device ID: 0011  
Terminal ID: PPX1.

Credit Forced:

Transaction #: 1  
Card Type: MasterCard  
Account: \*\*\*\*\*8077  
Entry: Manual

Amount: \$98,000.00

STAN: 001  
Auth. Code: 016639  
Batch Number: 7  
Response: TKT CODE

I AGREE TO PAY ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT (MERCHANT AGREEMENT  
IF CREDIT VOUCHER)

  
X.....  
SIGNATURE

MERCHANT COPY

Thank You!

TRANS BRIDGE TOURS-LVIP  
2012 INDUSTRIAL DR  
Bethlehem, PA 18017  
610-868-6001

09/06/2023 08:20:12  
Merchant ID: \*\*\*\*\*0068  
Device ID: 0011  
Terminal ID: PPX1.

Credit Forced:

Transaction #: 3  
Card Type: MasterCard  
Account: \*\*\*\*\*8077  
Entry: Manual

Amount: \$97,000.00

STAN: 003  
Auth. Code: 022765  
Batch Number: 7  
Response: TKT CODE

I AGREE TO PAY ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT (MERCHANT AGREEMENT  
IF CREDIT VOUCHER)

  
X.....  
SIGNATURE

MERCHANT COPY

Thank You!

TRANS BRIDGE TOURS-LVIP  
2012 INDUSTRIAL DR  
Bethlehem, PA 18017  
610-868-6001

09/06/2023 08:21:37  
Merchant ID: \*\*\*\*\*0068  
Device ID: 0011  
Terminal ID: PPX1.

Credit Forced:

Transaction #: 4  
Card Type: MasterCard  
Account: \*\*\*\*\*8077  
Entry: Manual

Amount: \$2,400.00

STAN: 004  
Auth. Code: 023289  
Batch Number: 7  
Response: TKT CODE

I AGREE TO PAY ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT (MERCHANT AGREEMENT  
IF CREDIT VOUCHER)

  
X.....  
SIGNATURE

MERCHANT COPY

Thank You!

## **EXHIBIT C**

2023/11/15 15:41:35 1 / 1

MERCHANT SERVICES  
PO Box 6010  
HAGERSTOWN, MD 21741-6010  
USA

09/18/2023 (mm/dd/yyyy)

TRANS BRIDGE TOURS INC  
THOMAS JEBRAN  
2012 INDUSTRIAL DR  
BETHLEHEM PA 18017-2134  
US

## DISPUTE NOTIFICATION

Dispute Type: FIRST CHARGEBACK

A financial adjustment has been made to your account as a result of a dispute. If you wish to contest, your response must be received no later than:  
**10/03/2023 (mm/dd/yyyy)**

Issuer: THE BANCORP BANK  
Case Number: 0323255501790  
Adjustment Amount: 99000.00  
Reason: 08 / Authorization-Related Chargeback

### Original Transaction Detail Information

Merchant Number:	0068	Credit Card Number:	558158XXXXXX8077
Card Product Type:	Debit Business Card	Transaction Amount:	99000.00
Batch Date (mm/dd/yyyy):		Transaction Date (mm/dd/yyyy):	09/06/2023
Invoice Number:		Alternate Amount:	0.00
Merchant Xref:		Transaction Method:	Card Present
Reference Number:	85199173249980001631994	POS Entry:	
Airline Ticket Number:		MCC:	4111
Custom Data:	SYS/PRIN: 1860/9200		

**DO NOT ISSUE CREDIT!** The cardholders account has been credited as a result of this chargeback. If you previously issued credit, please provide the date and amount of the credit.

When responding to this dispute, follow all instructions on the back of the form.

**Comment:** To challenge this dispute, provide proof that a valid authorization code was obtained for this transaction.

**Dispute Alert:** Did your response to a chargeback result in a pre-arbitration? Pre-arbitrations initiated by the consumer's bank and accepted by you may result in a \$15.00 fee. Responses to pre-arbitrations will be sent to the consumer's bank. The bank may ask that the card network rule on the case. Cases decided in the consumer's favor may be assessed fees in excess of \$450. Please review your responses carefully to avoid unnecessary fees.

### Questions?

Contact Merchant Services at:  
**800-672-5008**

Contact your Representative today to manage your disputes in a more efficient, timely and secure environment.

## DISPUTE RESPONSE - R01E

Merchant #: 0519917920140068 Case #: 0323255501790 Reason Code:08 Amount:99000.00

Accept Dispute: By selecting this action, you are accepting **FULL** financial liability for this dispute.  
 Credit Issued: Credit Date (MM/DD/CCYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Credit Amount: \_\_\_\_\_

Check all conditions that apply to your response and include supporting documentation as required by the Issuer. Please ensure the case number is written in the upper right hand corner of each page.

- Copy of a signed and/or electronically captured sales slip
- Copy of a signed cancellation policy or order form
- Copy of a signed order form
- AVS of Y or M and SIGNED proof of delivery to AVS confirmed address
- Signed rental agreement or Hotel/Motel folio
- Copy of the Recurring billing agreement
- T & E Documentation showing loyalty transactions related to this purchase
- T & E Documentation showing subsequent purchases made throughout the service period
- Proof that the ticket was received for passenger transport
- Proof the name on the flight manifest matches the Cardholder name on purchased itinerary
- Proof of CVC2 in lieu of imprint
- Proof of authorization
- Proof of Verified by Visa, MasterCard Secure Code, AMEX Safe Key, or Discover Protect Buy
- Other documentation (Please Describe): \_\_\_\_\_

FOR FAST PROCESSING SIGN INTO DISPUTE MANAGER  
@ [WWW.BUSINESSTRACK.COM](http://WWW.BUSINESSTRACK.COM)  
OR FAX YOUR RESPONSE TO: 402-933-1525



2023/11/15 13:41:35 3 /7  
**Issuer Disputes Questionnaire**

**Merchant Name:** TRANS BRIDGE TOURS-LVI

**Chargeback Ref Number:** 9185037174

**Chargeback Claim ID:** 207071487574

**Violation Code:**

**Claim ID:** 207234986695

**Event ID:** 28708320

**Acquirer Ref Number:** 85199173249980001631994

**Dollar Amount:** 99000.00

The following information is being provided so that it may assist you in providing the issuing bank with your response as required by Mastercard regulations.

**Memo:**

The Reason for Filing: Invalid remedy, auth not obtained Message Text: Invalid remedy, auth not obtained  
Change of Reason Code: No

MERCHANT SERVICES  
PO Box 6010  
HAGERSTOWN, MD 21741-6010  
USA

10/12/2023 (mm/dd/yyyy)

TRANS BRIDGE TOURS INC  
THOMAS JEBRAN  
2012 INDUSTRIAL DR  
BETHLEHEM PA 18017-2134  
US

## Dispute Information Request

Dispute Type: INCOMING PRE-ARBITRATION

A dispute has been initiated. If you wish to contest the dispute, your response must be received no later than:

10/26/2023 (mm/dd/yyyy)

Issuer: THE BANCORP BANK  
Case Number: 613279097001  
Adjustment Amount: 99000.00  
Reason: 08 / Authorization-Related Chargeback

### Original Transaction Detail Information

Merchant Number:	.0068	Credit Card Number:	558158XXXXXX8077
Card Product Type:	Debit Business Card	Transaction Amount:	99000.00
Batch Date (mm/dd/yyyy):		Transaction Date (mm/dd/yyyy):	09/06/2023
Invoice Number:		Alternate Amount:	0.00
Merchant Xref:		Transaction Method:	Card Present
Reference Number:	85199173249980001631994	POS Entry:	
Airline Ticket Number:		MCC:	4111
Custom Data:	SYS/PRIN: 1860/9200		

When responding to this dispute, follow all instructions on the back of the form.

**Comment:** To challenge this dispute, provide proof that a valid authorization code was obtained for this transaction. Our records show no valid authorization code was obtained to process this transaction with.

**Dispute Alert:** Did your response to a chargeback result in a pre-arbitration? Pre-arbitrations initiated by the consumer's bank and accepted by you may result in a \$15.00 fee. Responses to pre-arbitrations will be sent to the consumer's bank. The bank may ask that the card network rule on the case. Cases decided in the consumer's favor may be assessed fees in excess of \$450. Please review your responses carefully to avoid unnecessary fees.

### Questions?

Contact Merchant Services at:

800-672-5008

**Contact your Representative today to manage your disputes in a more efficient, timely and secure environment.**

**DISPUTE RESPONSE - R01E**

Merchant #: 0068 Case #: 613279097001 Reason Code:08 Amount:99000.00

 Accept Dispute: By selecting this action, you are accepting **FULL** financial liability for this dispute. Credit Issued: Credit Date (MM/DD/CCYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Credit Amount: \_\_\_\_\_

Check all conditions that apply to your response and include supporting documentation as required by the Issuer. Please ensure the case number is written in the upper right hand corner of each page.

- Copy of a signed and/or electronically captured sales slip
- Copy of a signed cancellation policy or order form
- Copy of a signed order form
- AVS of Y or M and SIGNED proof of delivery to AVS confirmed address
- Signed rental agreement or Hotel/Motel folio
- Copy of the Recurring billing agreement
- T & E Documentation showing loyalty transactions related to this purchase
- T & E Documentation showing subsequent purchases made throughout the service period
- Proof that the ticket was received for passenger transport
- Proof the name on the flight manifest matches the Cardholder name on purchased itinerary
- Proof of CVC2 in lieu of imprint
- Proof of authorization
- Proof of Verified by Visa, MasterCard Secure Code, AMEX Safe Key, or Discover Protect Buy
- Other documentation (Please Describe): \_\_\_\_\_

FOR FAST PROCESSING SIGN INTO DISPUTE MANAGER  
@ [WWW.BUSINESSTRACK.COM](http://WWW.BUSINESSTRACK.COM)  
OR FAX YOUR RESPONSE TO: 402-933-1525



**Merchant Name:** TRANS BRIDGE TOURS-LVI

**Chargeback Ref Number:** 9185037174

**Chargeback Claim ID:** 207071487574

**Violation Code:**

**Claim ID:** 207234986695

**Event ID:** 28708320

**Acquirer Ref Number:** 85199173249980001631994

**Dollar Amount:** 99000.00

The following information is being provided so that it may assist you in providing the issuing bank with your response as required by Mastercard regulations.

**Memo:**

The Reason for Filing: Invalid remedy, auth not obtained Message Text: Invalid remedy, auth not obtained  
Change of Reason Code: No

MERCHANT SERVICES  
PO Box 6010  
HAGERSTOWN, MD 21741-6010  
USA

## DISPUTE NOTIFICATION

A financial adjustment has been made to your account as a result of a dispute initiated by the issuing bank (below).

11/05/2023 (mm/dd/yyyy)

TRANS BRIDGE TOURS INC  
THOMAS JEBRAN  
2012 INDUSTRIAL DR  
BETHLEHEM PA 18017-2134  
US

Jurisdiction: MasterCard  
Dispute Type: INCOMING PRE-ARBITRATION  
Reason: Authorization-Related Chargeback  
Case Number: 613279097001  
Adjustment Amount: 99000.00

### Original Transaction Detail Information

Merchant Number:	.0068	Credit Card Number:	558158XXXXXX8077
Transaction Date (mm/dd/yyyy):	09/06/2023	Reference Number:	85199173249980001631994
Transaction Amount:	99000.00	Foreign Amount:	0.00
Merchant Xref:		Airline Ticket Number:	
Total Batch Amount:	0.00	Batch Date (mm/dd/yyyy):	
Usage Code:		Custom Data:	SYS/PRIN: 1860/9200
Card Product Type:	Debit Business Card	Transaction Method:	Card Present
Invoice Number:		POS Entry:	
AVS Code:		CVV2/CVC2/CID:	
UCAF/CAVV:		MCC:	4111
Reason Code:	08 / Authorization-Related Chargeback		

### Case Summary

A dispute has been initiated by THE BANCORP BANK NATIONAL ASSOCIATION because a valid authorization code was not obtained for this transaction.

**Comments:** This dispute has been financially adjusted to your account since a response to the request for information was not received. If you wish to pursue further please contact your customer.

### Questions?

Contact Merchant Services at:  
**800-672-5008**

## **EXHIBIT D**

# TRANS-BRIDGE LINES<sup>INC</sup>

2012 INDUSTRIAL DRIVE • BETHLEHEM, PA 18017  
PHONE: 610-868-6001 • FAX: 610-868-9057 • WWW.TRANSBRIDGELINES.COM

September 27, 2023

To Whom It May Concern:

On 9/6/2023, we sold a passenger bus to Luxury Coach of America for \$296,400. Due to the large purchase amount, our customer told us that his bank required the use of authorization codes in order to run his credit card. Prior to running the charges, we received the authorization codes from our customer's bank and they were used in a forced transaction.

On 9/14/2023, our credit card processor, Vizipay, informed us that the four transactions run on 9/6/2023 totaling \$296,400 were being disputed by our customer's bank due to authorization not obtained. The case numbers for these four transactions are as follows:

\$99,000 – Case # 0323255501790

\$98,000 – Case # 0323255501791

\$97,000 – Case # 0323255501792

\$2,400 – Case # 0323255501793

When we reached out to the customer, he verified that he had not initiated the chargebacks and agreed that all charges were valid. I have attached a signed letter from the customer stating the validity of the charges, an email from him listing the authorization codes that were to be used, as well as the signed credit card receipts. I've also attached the Bill of Sale for the bus purchase.

I am hopeful that this is sufficient evidence to overturn the chargeback in a timely manner. However, if you have any questions, please contact me at 610-868-6001 ext. 117.

Thank you,



Lauren Helgerson

Controller

Trans-Bridge Lines

1 09/24/2023

2 To Whom it may concern,

3

4 I am writting this letter in reqauards to the transactions on 09/06/2023 for the following amounts,

5 98,000.00

6 99,000.00

7 97,000.00 ans 2,400.00 all of the transactions are valid and we are not disputing the services or product recived

8 In this case the 2016 J4500 coach bus vin#67434. We have taken delivery of the unit and do not wish to dispute

9 These transactions.all sales records were signed by myself and are valid and authorized for the above amounts.

10 Please see signed drafts and visa / mastercard guildlines for chargebacks to resolve this issue.

11

12 Please let me know if anything more is needed.

13

14 Shaun Leclerc for Luxury Coach of America LLC

15 

Verified by PDFFiller  
02/24/2024

16

17

18

19

20

21

22

23

24

25

26

27

28

## **EXHIBIT E**

**Helgerson, Karl C.**

---

**From:** Lauren Helgerson  
**Sent:** Wednesday, December 20, 2023 4:03 PM  
**To:** Luxury Coach Of America LLC (California Office)  
**Cc:** Thomas JeBran; James JeBran; Matthew Brown; Anthony Maniscalco  
**Subject:** RE: sold bus but not paid

Hi Shaun,

Thanks for the update regarding the release of the funds. Payment in full by 1/9/24 works for us, however, instead of an ACH we would prefer you send the funds via a wire transfer as per our bank they settle more quickly and are more secure. Please let me know if this is an issue.

I'm sorry to hear you were sick last week, hopefully you are on the mend and feeling better for the holidays.

Thanks,  
Lauren

**From:** Luxury Coach Of America LLC (California Office) <support@luxcoachamerica.com>  
**Sent:** Monday, December 18, 2023 7:25 PM  
**To:** Lauren Helgerson <lmjebran@transbridgelines.com>  
**Cc:** Thomas JeBran <tjebran@transbridgelines.com>; James JeBran <jjebran@transbridgelines.com>; Matthew Brown <mattb@holidaycoachandauto.com>; Anthony Maniscalco <amaniscalco@transbridgelines.com>  
**Subject:** Re: sold bus but not paid

Hello Lauren

Funds are released in full as of 12/29/2023 the date would only change if you disputed which we know is not the case, on that date I will start charging the card and full payment should be in your account by 01/9/24 I gave a few days extra in case of any security hold for the charges on my end incase they flag it. Please let me know Tom if this works for you.

Shaun

On 2023-12-13 13:37, Lauren Helgerson wrote:

Hi Shaun,

Wanted to follow up on your conversation with Tom.

Once you speak to your bank tomorrow, please let us know the date you expect the remaining funds to be released. When the funds are available, we would appreciate a wire / ACH for the full amount due.

Just to confirm everyone understands the process / timing on your end, when the funds are released, you will first need to run your credit card on your terminal, then when you receive the funds into your bank account you will initiate a wire transfer to our account. Is that understanding correct? As these steps are taken, please keep us updated.

Thanks,

Lauren

**From:** Lauren Helgerson  
**Sent:** Tuesday, December 12, 2023 3:59 PM  
**To:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Cc:** 'Tom JeBran ([tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com))' <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; 'Jim JeBran ([jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com))' <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>; Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>  
**Subject:** RE: sold bus but not paid

Hi Shaun,

Just checking in on the status of the first wire/ACH. Did you get an update on the charge yet to be released?

With just three weeks left in the year, we would like to try and get this settled before the end of the year. Since most of the funding has been released, please send the first wire this week and let us know when the remaining payments will be made.

I believe Tom tried giving you a call earlier today. Could you please give him a call back this afternoon?

Thanks,

Lauren

**From:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Friday, December 8, 2023 3:12 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

YAY !!! I am getting annoyed with my bank some of the charges are now released and one is still on hold I will get an update by days end and start sending wires.

On 2023-12-08 12:10, Lauren Helgerson wrote:

Hi Shaun – just wanted to confirm that we did receive the test ACH yesterday. Thanks for sending that!

Keep me posted on your first transfer.

Hope you have a nice weekend,

Lauren

**From:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Wednesday, December 6, 2023 3:52 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Go to [Payment Activity](#) to see status updates. We may require approvals.

Pay to	Pay from	
Trans (...0652)	CHASE BUS PREM SAV (...7887)	
Ungrouped - Vendor		
Delivery method	Send on	Deliver by
Standard ACH	Dec 6, 2023	Dec 7, 2023
Arrives in 1 business day		
Status	Transaction number	
Pending review	11116399535	

On 2023-12-06 12:40, Lauren Helgerson wrote:

Hi Shaun – following up on my email from Friday. When do you expect to be able to begin the wire transfers?

Thanks,

Lauren

**From:** Lauren Helgerson  
**Sent:** Friday, December 1, 2023 4:44 PM  
**To:** 'Luxury Coach Of America LLC' <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Subject:** RE: sold bus but not paid

Hey Shaun – just checking in. I didn't see a test transaction come through yet, were you able to try? Also, did the hold come off today?

Let me know the amount of the test transaction and I'll keep an eye out. Then hopefully early next week we can get the transfers done.

Thanks,

Lauren

**From:** Luxury Coach Of America LLC <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Wednesday, November 29, 2023 3:06 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Yes I will do one tonight for tomorrow morning I forgot to do that I'm so sorry

Sent from my iPhone

On Nov 29, 2023, at 11:59 AM, Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)> wrote:

Hi Shaun – thanks for the update. Are you able to try a test transaction prior to Friday to make sure everything is all good?

**From:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Tuesday, November 28, 2023 5:25 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Heads up the hold will fall off they said Friday and I am able to start running the charges

On 2023-11-20 13:54, Lauren Helgerson wrote:

Matt – I agree, that would've been the easiest solution. But since the chargeback case has been closed and settled, I believe at this point, Shaun would need to re-run his credit card or find an alternate method of payment. I don't think his bank can send the funds back, however I can double check with our credit card processor.

**From:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>  
**Sent:** Monday, November 20, 2023 4:43 PM

**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>; Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Not to interject, but if your bank can finally see them any chance they just stop the "risk hold" and finally give the funds to Transbridge for good? That still would be the easiest method from the sounds of this thread.

**Matthew Brown | Holiday Coach and Auto Sales**  
General Manager/Dealer Principal  
10367 Randleman Road | Randleman, NC 27317  
| [mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com) |

On Mon, Nov 20, 2023 at 4:36 PM Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)> wrote:

Hi Shaun – that is good news that your bank can see the incoming refund! Hopefully risk releases the funds back to your account ASAP.

Thanks for the update and keep us posted.

Lauren

**From:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Monday, November 20, 2023 3:01 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Hello Lauren

It was nice talking to you on friday, Its been a very frustrating issue I am glad that we could connect and clear up any confusion. I did speak to the bank this morning and they actually see the charges on hold for risk so they would not do the dispute as I was told but the good news is that they see them and said that risk will reach out to me to release them and credit the account correctly I did ask a time frame and they said ASAP and of course no number to reach the department, BUT I am happy they can now see them at least!, I will set up a test wire so we can have that all plugged into my bank account so I can start the transfers as soon as I can run my card. Will advise

And again thank you.

On 2023-11-20 11:53, Lauren Helgerson wrote:

Hi Shaun – thanks for taking the time on Friday to talk and clear up some confusion. I've attached our wiring instructions, please let us know when you will be sending the wires and how much each will be for so we can alert our bank.

Please let me know if you have any questions or any new issues come up.

Thanks,

Lauren

**From:** Luxury Coach Of America LLC <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Friday, November 17, 2023 1:45 PM  
**To:** Lauren Helgerson <[lmebran@transbridgelines.com](mailto:lmebran@transbridgelines.com)>  
**Cc:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Hey Team

What would you like me to do ? I cannot manifest the money back in the card to run it, I called again and just disputed the charge all of the charges in question are still not back on my card but since I disputed them this morning they said 3 -5 business days and I'll have the funds back I will then run the card and it will take I assume 3 days to get into my account and I can then wire the funds to Transbridge. Please send me wire info so I can send a test wire to make sure you get it correctly so when I do get the funds back we have no issues in that end, I am definitely frustrated with this situation and it's not the only situation I have on my plate I run my bus operations daily so it's a one man show with me

and my staff so I'm not ignoring you guys, I would really hope In the 1.5 million in business we have done we would have a little trust and patients to resolve it , I do get it's 296k but in the overall picture it's one of 6 buses I bought so that's a lot of business. As you may know all the entities involved are saying different things and the bottom line is it's your money when it gets back to my card and I am risking my own merchant account to run my own cars for cash because it's considered cash advance I confirmed with my merchant helcim however I am still going to do it so all parties involved are inconvenienced but the only solution is to have me run the card and wire you, if I had the cash I'd send it but this is why I use the flexibility of my credit line when we don't have all the cash so obviously that's why we use it in any event. That is the best that I am able to do. If you want to do something different please let me know, but there is not much more that can be done on my end until the money is back on my card. I do understand your concern but again I would hope that there's enough trust here to resolve this unfortunately were at the time restraints of other companies, not mine or yours please let me know your thoughts and in the meantime, can you please send me information where you want a wire sent when I obtain the funds.

Sent from my iPhone

On Nov 17, 2023, at 9:03 AM, Lauren Helgerson  
[<lmjebran@transbridgelines.com>](mailto:<lmjebran@transbridgelines.com>) wrote:

Unfortunately, I do not have a direct contact at Fiserv, it's always just a customer service rep. However, I did talk to our credit card processor's chargeback "guru" because I wanted more clarification on where the funds are sitting since they are definitely not in our bank account and Shaun, you're saying you haven't received a refund yet. He again confirmed what I had already been told, that neither our credit card company nor Fiserv are holding the funds. He explained that once the funds were withdrawn from our account, they were sent to Shaun's bank. It is up to the bank when they release the funds back to Shaun's account.

So Shaun – at this point, Trans-Bridge has exhausted all our options in getting this resolved. I know you have been trying, but you're going to need to get in touch with someone at your bank who knows what is going on. Someone in their risk department should be in contact with Fiserv, just as I have been and should have been made aware that the dispute has been settled in their favor. They should also be able to advise how long until the funds are dispersed back into your account.

Tom and I are available today for a conference call to discuss this further. Please let us know when you are free.

Thanks,

Lauren

**From:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>  
**Sent:** Thursday, November 16, 2023 3:50 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

This is just a crazy situation with all the documentation from signed receipts to bill of sale to repeat client. If this can be held up like this then the scary part is anything can. Crazy times we live in.

Lauren in your time spent on this have you been able to obtain a contact for Fiserv as that sounds like who you (Lauren) and Shaun need to hop on a 3 way call with so this can get settled with them since they are the ones handling chargeback and took the funds, right?

-Matthew

**Matthew Brown | Holiday Coach and Auto Sales**  
General Manager/Dealer Principal  
10367 Randleman Road | Randleman, NC 27317  
| [mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com) |



On Thu, Nov 16, 2023 at 3:43 PM Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)> wrote:

Matthew / Shaun – our bank and our credit card company are not challenging the charges / holding the money. I've attached one of the dispute notifications I received from the risk monitoring service who handles chargebacks. It states Bancorp Bank initiated the chargeback due to an authorization code not obtained. There is really

nothing Trans-Bridge can do at this point since the chargeback case has been closed. Just to clarify, as I've learned a lot about the chargeback process myself, there is a separate company who manages chargebacks, so our bank is not involved at all and our credit card process is also not involved / removing funds. Funds were removed by a company called Fiserv. They confirmed to me several times in my conversations that funds were sent back to Shaun's bank and that they may be holding them.

I am willing to get on a call and listen to Shaun's conversation with the bank. I will again call our credit card processor and see what other holdups there could be, but based on every conversation I've had from the beginning of this back in September, the answer has always been that Shaun's bank initiated the dispute and can drop the dispute. So I feel that the confusion is somewhere in Bancorp, not with our credit card processor, as they are not involved in the chargeback process.

Thanks,

Lauren

**From:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>  
**Sent:** Thursday, November 16, 2023 3:28 PM  
**To:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>  
**Cc:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>; Lauren Helgerson <[lmebran@transbridgelines.com](mailto:lmebran@transbridgelines.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

I obviously don't have a way to know if he does or not have the funds and as well I am not taking sides here, but I think it does make some sense if it is true as it seems neither Shaun (buyer/payor) or Transbridge (seller/payee) are disputing the charges, but rather this seems to be the banks themselves doing internal fraud investigations and holding funds. Further it seems in the first case and this current one it is the receiving bank holding the funds. It has appeared both times that the receiving bank has been the one removing the funds from your account as both times the paying bank hasn't had any record of dispute or received funds back from what I know, right? Looking back at the first time this happened as an example of that once the receiving bank got what they wanted they put the funds back in the Transbridge account. I have to wonder and believe that will happen again this time and that it is just a matter of pleaseasing them with whatever it is they need for them to release funds back to Transbridge.

**Best option:**

Tom or Lauren will your bank be willing to call his and we let the two banks figure this out?

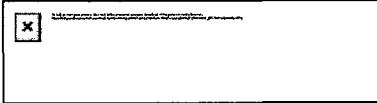
**Second best option:**

Tom or Lauren jump on a call with Shaun and let him patch you all into his bank. Since they won't do it knowingly just of course mute the phone and let him and his bank talk so you can hear first hand that his bank is saying they aren't disputing it and don't know what's going on. That way you know if this is true or not first hand and then can tell your bank this is on them and they need to get it straight.

What I don't get is who has the money right now. As Shuan has said it isn't on his card and Tom/Lauren is saying it isn't in their account? So which bank is holding out on all this money and why?

-Matthew

**Matthew Brown | Holiday Coach and Auto Sales**  
General Manager/Dealer Principal  
10367 Randleman Road | Randleman, NC 27317  
| [mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com) |



On Thu, Nov 16, 2023 at 3:11 PM Thomas JeBran  
<[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)> wrote:

Shaun,

It makes no sense to me that you don't have the funds back on your card.

Either way we need payment ASAP.

Thank you.

tom

---

**From:** Luxury Coach Of America LLC (California Office)  
<[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Thursday, November 16, 2023 3:04 PM  
**To:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>  
**Cc:** Lauren Helgerson <[lmbjebrian@transbridgelines.com](mailto:lmbjebrian@transbridgelines.com)>; Matthew Brown  
<[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Good Morning

So I can do 1 of 2 things, I can call my bank with you on the line but you cannot talk because they do not do 3way calls and here that they are telling me the charges are still on the card and please keep in mind this is the same card I have done over 1 million on with you guys, If you are now telling me that you cannot do the final step in the process the only thing I am able to do is call the bank and dispute the charges on my end to get the money back because it is still on my card, Once they put it on my card I can then turn around and charge the card myself wait till it gets into my account and then wire it to you, This is a credit line and if i had the funds in my account I would send now but it sounds like this might be a process, I would hope considering I have bought 6 units and 5 of them all no issue that you give me the time to fix it since I do not even have the funds back at this point and need to work on that now.

Please advise

On 2023-11-16 03:35, Thomas JeBran wrote:

Shaun,

As a follow-up, we were informed that the deadline for the appeal has passed.

Therefore, you need to send us a bank check or certified check for the amount due.

Please do this immediately and send by overnight mail, UPS or Fed and supply us with the tracking number.

Please email us a copy of the check before you send it.

Please respond with a time you intend to resolve this.

Thank you.

Tom

---

**From:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>  
**Sent:** Wednesday, November 15, 2023 12:46 PM  
**To:** Luxury Coach Of America LLC <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>; Lauren Helgerson <[lmebran@transbridgelines.com](mailto:lmebran@transbridgelines.com)>  
**Cc:** Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Shaun,

Thank you for the update.

However, this is the same story we got last time that your bank is saying they are not disputing the charge and it actually turned out that they were!

I am confused that you have such a large credit card limit but you don't have someone at your bank, who your credit card is with, that you can call to help resolve this.

You are a big player with such a high limit and someone who they would value enough to resolve this issue.

As for the dispute, \$1000.00 is important to us and I am not willing to accept that fee.

We appreciate your business however it is very troubling that this is happening.

We will await your update later today.

Thank You.

tom

---

**From:** Luxury Coach Of America LLC <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Wednesday, November 15, 2023 11:51 AM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; Matthew Brown <[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

I have another call today they continue to tell me nothings disputed and I am having an issue getting to a manager it's a little frustrating, I do think we need to work it on both ends whatever the arbitration process is and requires documents we should do that at the same time what's a 1000 dollars at this point, I am also going to find out if I can actually dispute the charges on my end since you are giving me information that the money is not in your account but it's still on my card if I can get the funds back I will run it myself and wire funds to you in any event I will have my call also today and update to you ASAP

Sent from my iPhone

On Nov 15, 2023, at 7:19 AM, Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)> wrote:

Hi Shaun,

Following up, as we never heard from you yesterday after your call with the bank. Any progress getting them to drop the dispute and accept the charges?

Thank you,  
Lauren

**From:** Lauren Helgerson  
**Sent:** Tuesday, November 14, 2023 12:17 PM  
**To:** Luxury Coach Of America LLC (California Office) <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Cc:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; Matthew Brown

<[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** RE: sold bus but not paid

Hi Shaun – in case your bank does not agree to a conference call, I am attaching supporting documents for you to send to them / use as a reference in your call. The documents include the Bill of Sale + signed credit card receipts for the four bus purchases you made between Jan – Jun 2023, the Bill of Sale + signed credit card receipts for the two transactions taking place on 9/6 & 9/8 (with the 9/6 transaction in dispute). I am also attaching the letter I sent to Fiserv, the risk monitoring provider who oversees the chargebacks, as well as your signed letter.

Hopefully this is sufficient evidence for your bank to drop their dispute. Please keep us posted on your call this morning.

Thanks,  
Lauren

**From:** Luxury Coach Of America LLC (California Office)  
<[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Monday, November 13, 2023 8:08 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; Matthew Brown  
<[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

I have a call at 11:15 AM with bank about this , I am beyond frustrated with this situation. I have used my card for over 1 million with you and why this one transaction is continually being an issue is more than annoying I update you tomorrow and find out if we can conference call together i think I asked that last time and they said they cannot but I will ask again.

Shaun

On 2023-11-13 09:00, Lauren Helgerson wrote:

Hi Shaun – thanks. In case you don't have it, here is my direct line...610-868-6001 ext 117.

**From:** Luxury Coach Of America LLC <[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)>  
**Sent:** Friday, November 10, 2023 6:34 PM  
**To:** Lauren Helgerson <[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)>  
**Cc:** Thomas JeBran <[tjebran@transbridgelines.com](mailto:tjebran@transbridgelines.com)>; Matthew Brown  
<[mattb@holidaycoachandauto.com](mailto:mattb@holidaycoachandauto.com)>; James JeBran <[jjebran@transbridgelines.com](mailto:jjebran@transbridgelines.com)>  
**Subject:** Re: sold bus but not paid

Hello Lauren

First off I have spent over 1 million in charges and all successfully but this one. I am not sure what is going on but I will get it addressed on Monday and I can tell you no matter what I will be taking care of it. I will speak to you on Monday for sure and thank you for your patience.

Sent from my iPhone

On Nov 10, 2023, at 2:39 PM, Lauren Helgerson  
<[lmjebran@transbridgelines.com](mailto:lmjebran@transbridgelines.com)> wrote:

Hi Shaun,

I just got off the phone with our credit card processor. He confirmed that your bank declined the charges again and stated the evidence I provided to reverse the chargebacks was insufficient. In regards to you not seeing a refund to your card yet, that is a conversation you need to have with your bank as they may not have released the funds back into your account, but as you can see below they were debited from our account on Monday. Despite all the line items in the screenshot below, I confirmed that there is only one set of chargebacks for the \$296,000, so you can ignore most of those lines.

In terms of getting this settled, our credit card representative confirmed that you and your bank have the capability to drop the dispute and have the chargeback reversed. That being said, we are proposing two options that would need to be done before close of business ET on Monday...

1. You can arrange a conference call with you, me and your bank rep. On this call, both you and I can confirm that this is a valid charge and need the dispute dropped immediately.
2. We allow the chargeback to go through and you send a certified check, with proof to us that it is in the mail for the \$296,000.

Otherwise, we will need to go through the process of resubmitting evidence that this is a valid charge. If your bank, again, declines that evidence, then the case automatically goes to arbitration where Mastercard determines whether it is a valid charge. At this point, we risk losing the case and the money and would incur up to \$1,000 in fines. This is not a route we prefer to go down.

Since you assured us last time that you spoke to your bank and all was good, if we cannot get this resolved swiftly, we will be left with no other option than to pursue legal action against Luxury Coach of America to either recover the money that is owed to us or retrieve our bus.

I hope you can understand our frustration and need to get this settled immediately. If you decide on a conference call, my calendar is free Monday after 9am ET.

Thank you,  
Lauren

## **EXHIBIT F**



Stone Manor Corporate Ctr.  
2800 Kelly Road Suite 200  
Warrington, PA 18976  
• 215.345.7500 • 215.345.7507  
[www.foxrothschild.com](http://www.foxrothschild.com)

KARL C. HELGERSON  
Direct No: 215.918.3591  
Email: KHelgerson@FoxRothschild.com

January 21, 2024

**VIA EMAIL AND FIRST CLASS MAIL**

Shaun Michael Leclerc  
Luxury Coach of America LLC  
30071 State St  
Hemet, CA 92543  
[support@luxcoachamerica.com](mailto:support@luxcoachamerica.com)

**Re: Motor coach made by Motor Coach International, Model J4500, Year 2016, and  
VIN Number 2MG3JM8A3GW067441 ("Bus")**

Dear Mr. Leclerc:

This firm represents Trans-Bridge Lines, Inc. ("Trans-Bridge"). Please allow this correspondence to serve as a good-faith effort to resolve your failure to remit payment for the above-referenced Bus. Because this firm has been retained to pursue all efforts to address this issue, please direct all correspondence relating to the above-referenced Bus to me. If you are represented by counsel, please forward this correspondence to your counsel and have him or her contact me immediately.

As you know, Trans-Bridge has sold several motor coaches to Luxury Coach of America LLC ("Luxury Coach") in 2023. Most recently, on or about September 1, 2023, Trans-Bridge and Luxury Coach entered into an agreement for the sale of the Bus ("Contract").<sup>1</sup> Pursuant to the Contract, Trans-Bridge agreed to sell the Bus to Luxury Coach for payment of \$296,400, which was due before Luxury Coach took possession. On or about September 6, 2023, Luxury Coach authorized Trans-Bridge to charge the purchase price to Luxury Coach's credit card, and Luxury Coach then took possession of the Bus. While the payment funds initially appeared in Trans-Bridge's bank account, those funds were later clawed back due to issues with the method of payment you selected.

Because you are no doubt aware of your many promises to deliver payment since then—most recently on January 9, 2024—I will not rehash those details here. Suffice it to say, Luxury

---

<sup>1</sup> See, e.g., Bill of Sale attached as Exhibit A.

**VIA EMAIL ONLY AND FIRST CLASS MAIL**



Shaun Michael Leclerc  
January 21, 2024  
Page 2

Coach's purported inability to remit payment *for over four months* due to technical issues with your financial institutions strains credulity and is an inadequate excuse for nonpayment. The failure to timely remit the purchase price represents a flagrant and material breach of the Contract. **Trans-Bridge is therefore left with no choice but to cancel the transaction and demand the immediate return of the Bus.**

Trans-Bridge hereby rescinds the Contract.<sup>2</sup> Please immediately secure the Bus and cease and desist from operating or using it in any way. Trans-Bridge does not authorize its continued use or operation by Luxury Coach or anyone else. Trans-Bridge shall have no responsibility or liability should Luxury Coach or anyone else operate the Bus in violation of this specific and express demand to immediately cease all operations.

Trans-Bridge hereby demands the immediate return of the Bus. Once Trans-Bridge is in possession of the Bus and determines in its sole discretion that it is in the same condition as when Luxury Coach took possession of it, Trans-Bridge will send you the *de minimis* \$510 that you transferred while purportedly testing methods of alternative payment that were never used.

Please contact me immediately to arrange for Trans-Bridge to retake possession of the Bus. **If you do not contact me by 5:00 pm PST Tuesday, January 23, 2024, Trans-Bridge will immediately seek judicial intervention, including but not limited to, initiating a legal action to request that law enforcement take possession of the Bus.**

This letter is not intended as, and shall not constitute, a comprehensive statement of the facts or Trans-Bridge's rights, remedies, legal arguments, or positions, whether under the Contract, any statute, or at common law, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl C. Helgerson".

Karl C. Helgerson

KCH  
Enclosure

---

<sup>2</sup> The Bill of Sale that memorializes the purchase and sale of the Bus also memorializes a separate transaction involving a different motor coach. The rescission extends only to the purchase and sale of the Bus.

## **EXHIBIT A**

## Bill of Sale

Contract Date: 09/2023

Delivery Date: TBD

Type Of Deal: Full payment prior to pick up.

I, the undersigned "seller", Trans-Bridge-Lines INC for the sum of \$592,800 (Five Hundred and Ninety Two Thousand Eight Hundred Dollars) sell to the undersigned "buyer", Luxury Coach Of America LLC DBA Lux Coach America the following vehicle:

Make: MCI Model: J4500 Year: 2016

VIN number: 2MG3JM8A5GW067442 Price of sale: \$285,000(4% CC fee brings total amount due to:  
\$296,400)

Make: MCI Model: J4500 Year: 2016

VIN number: 2MG3JM8A3GW067441 Price of sale: \$285,000(4% CC fee brings total amount due to:  
\$296,400)

The undersigned seller affirms that the above information about this vehicle is accurate to the best his/her knowledge.

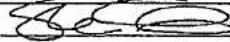
All deposits and payments paid are final and non refundable, but are applied to purchase price. The Buyer purchased the coach directly from the seller. Both Seller and Buyer used the same agent for the deal.

At this time the vehicle is being sold on an "as is" basis with no warranties, whether expressed or implied, including but not limited to, any warranty as to the condition of the vehicle cosmetically or mechanically from the seller or agent. However, the above warranty disclaimer does not, in any way, affect the terms of any applicable warranties or recalls from the manufacturer of the vehicle should it have any. Buyer shall not be entitled to recover from seller, its affiliates, agents or employees any consequential damages, damages to property, damages for loss of use, loss or profits, or income, or any other incidental damages. Buyer further shall indemnify seller, its affiliates, agents and employees of and from any claim or damage occasioned by purchaser or any third party arising from this transaction, or from the use of this vehicle.

The Buyer has been given the full opportunity to inspect the vehicle, or alternatively, have the vehicle inspected by a third party. Additionally, the Buyer has accepted the vehicle in its existing condition upon pick up at on date of signing this document.

I, Seller, acknowledge to the best of my knowledge the vehicle(s) is/are free of any loans/liens or outstanding owed taxes as of the date of signing this document.

Buyer's name: Shaun Le Clerc Luxury Coach Of America LLC

Buyer's signature:  Date: 09/01/2023

Seller's name: Trans-Bridge Lines Inc

Seller's signature:  Date: 9-5-23

Buyer/Seller's Agent name: Matthew Brown - Holiday Coach and Auto Sales LLC

Sellers Agent signature: Matthew Brown

Street address 10367 Randleman Road Suite E

City Randleman State NC ZIP 27317

Phone #336-823-3925